

824-167

Sixth: That if at any time hereafter the said Mortgagee shall become a party to any suit or legal proceedings instituted by any third party involving the title of the land hereby conveyed, or in any way affecting the validity or integrity of the loan hereby secured, it is hereby covenanted and agreed that said Mortgagee shall have the right to employ attorneys to represent it in such suit or other legal proceedings, and to pay such attorneys reasonable fees for legal services rendered, not in excess of five per centum of the principal of the loan hereby secured, and any sum so paid by the Mortgagee shall become a part of the debt hereby secured and shall be payable on demand;

Seventh: That in the event Mortgagor fails to pay when due any taxes, liens, judgments or assessments lawfully assessed or constituting liens against the property herein conveyed, or fails to maintain insurance as hereinbefore provided, the Mortgagee may make such payment or provide such insurance and the amount paid therefor shall become a part of the indebtedness secured hereby and bear interest from the date of payment at the rate of one percent (1%) per annum above the contract interest rate then in effect, until paid;

Eighth: That he will use the proceeds of the loan secured hereby solely for the purposes set forth in his application for said loan;

Ninth: That he hereby assigns to the Mortgagee as additional collateral all royalties or other monies due or to become due from any surface or subsurface rights or for any right or privilege other than for agricultural purposes in any way affecting or pertaining to the property hereby conveyed and all monies which may become due in any condemnation proceedings affecting the said premises and all sums received may be applied, at the option of the Mortgagee, to the discharge of any part or all of the indebtedness hereby secured, whether or not the same be due and payable or, at the option of the Mortgagee, such sums may be returned to the Mortgagor and the Mortgagor will not grant any surface or subsurface rights without the written consent of the Mortgagee;

Tenth: That so long as there is no default on the part of Mortgagor in any of the terms, covenants and conditions of this mortgage and the note secured hereby, the Mortgagor shall have the right to the possession and enjoyment of the property hereby conveyed, but upon default in the payment of the whole debt hereby secured or any part thereof as the same shall become due and payable or in the event of a breach of any of the terms, covenants and conditions of this mortgage, or of the note hereby secured, or in the event the Mortgagor should die or file a petition under the Bankruptcy Act or make an assignment for the benefit of creditors or become insolvent or file a petition for an arrangement with creditors, the entire debt secured by this mortgage shall, at the option of the Mortgagee, become immediately due and payable;

Eleventh: That in the event the Mortgagee, upon default by the Mortgagor, shall take possession of the mortgaged premises as authorized by law, the Mortgagee may operate and manage or lease the same and make any reasonable and proper advances for the operation, maintenance and management of the premises and any sums so advanced shall become part of the debt hereby secured, payable immediately, with interest from the date of payment at the rate of one percent (1%) per annum above the contract interest rate;

Twelfth: That upon default in the performance of any of the covenants or conditions hereof, the mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged and, upon such default, hereby authorizes the Mortgagee, its successors or assigns, to sell the property described herein and any sale under the said assent to a decree or under the said power of sale, shall be made in accordance with applicable rules of procedures issued by the Court of Appeals of Maryland and the proceeds of such sale shall be applied as follows: (1) to the repayment of all expenses incident to the sale, including a fee of at least \$50.00, plus a commission to the person making the sale in an amount equal to the commission allowed to trustees for making sale of real estate by virtue of a decree of a court exercising equity jurisdiction in Maryland; (2) to the payment of all indebtedness secured hereby, whether matured or unmatured; and (3) any surplus shall be distributed to whomsoever may be legally entitled thereto.

And said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest equal to one-half the percentage allowed as commissions to Trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commissions said Mortgagor does hereby covenant to pay as a part of the indebtedness hereby secured, and said Mortgagee, its successors or assigns, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof unless the same be accompanied by a tender of said expenses, costs and commissions but said sale may be proceeded with unless prior to the day appointed therefor legal tender be made of said principal, interest, costs, expenses and commissions;

Thirteenth: That in the event said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon at the time the Mortgagee makes its election to call the loan, and all the annual crops pitched or cultivated thereon at the time of sale shall pass with the said mortgaged property to the purchaser at any such sale;

Fourteenth: This mortgage is subject to the Federal Farm Loan Act and all acts amendatory thereof or supplementary thereto.

WITNESS the hand and seal of said Mortgagor.

WITNESS:

Donald E. Rough
Donald E. Rough
Donald E. Rough
Donald E. Rough

Roscoe T. Harbaugh, Jr. (SEAL)
Roscoe T. Harbaugh, Jr.
Doris L. Harbaugh (SEAL)
Doris L. Harbaugh

(SEAL)

(SEAL)

(SEAL)

(SEAL)